

Richard A. Zimmerman, Esq.
Attorney for Plaintiff
233 Broadway – Suite 2202
New York, NY 10279
Richard A. Zimmerman (RZ 0963)
(212) 962 -1818
Patrick C. Crilley (PC 9057)
Of Counsel
(212) 619-1919

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AMADOU BHOYE SOW,

Plaintiff,

-against-

PS INTERNATIONAL, LTD.

Defendant.
-----X

ECF CASE

08 Civ. 4114 (CM)

**DECLARATION OF
BIRGITTA THOMAS**

Pursuant to 28 U.S.C. §1746, Birgitta I. Thomas declares as follows:

1. I am an International Trader, specializing in the sugar trade, employed with PS International, Ltd., (“PSI”) a corporation duly organized under the laws of Indiana, with its main corporate offices presently at 1414 Raleigh Road, Suite 205, Chapel Hill, North Carolina 27517, and the defendant in the above captioned action.
2. I make this declaration in support of PSI’s motion to compel arbitration in London in accordance with the terms of the underlying contract of sale.
3. I was the trader that handled the sugar trade with plaintiff and I am familiar with all of the facts in this matter.

4. The plaintiff in this action, Amadou Bhoie Sow, to the best of my knowledge, is and was, at all material times, the president, director or chief executive office of the company Ets. Sow Amadou Bhoie Et Freres, (“ETS SOW”) a company existing under the laws of Guinea, with offices at Madina Ecole, Conakry BP 3546, Guinea.

5. In all, there were three trades entered into with ETS SOW, for a total of 50 containers at approximately 27 metric tons per container, of Brazilian sugar to be delivered to ETS SOW in Conakry, Guinea.

6. The first trade was entered into on or about March 9, 2006, for 10 containers to be shipped in March 2006. A contract for this shipment was presented to and signed by ETS SOW on or about March 9, 2006 (hereinafter “March 9, 2006 - Confirmation of Sale”). A copy of this March 9, 2006 - Confirmation of Sale is attached hereto as Exhibit “A”.

7. This first contract, the March 9th, 2006 – Confirmation of Sale, was prepared with some haste while Mr. Sow was present in PSI’s office and, inadvertently, did not include all of the usual terms PSI would normally include in a confirmation of sale. One excluded term was a arbitration clause.

8. It is PSI’s normal practice to make the terms of its out bound sale contracts to its customers as close as possible to its inbound purchase contracts from its suppliers, a practice generally referred to as “back-to-back”, with the obvious exception of the price terms.

9. On this particular trade, PSI’s supplier was Energy Servicos E Comercio Internacional Ltd. of Sao Paulo, Brazil (“ESCI”). Attached hereto as Exhibit “B” is the inbound purchase contract from ESCI for the same 10 containers of sugar which were being sold to ETS SOW by PSI.

10. This inbound purchase ESCI contract contained an arbitration agreement which appears on page 2 of the contract as Clause 15.

11. It was only after the March 9th, 2006 – Confirmation of Sale was signed by ETS SOW that I realized this contract did not include the arbitration clause. I did not take any action at that time to correct this inadvertent omission.

12. The second trade with ETS SOW was entered into on or about April 12, 2006 for an additional 20 containers of Brazilian sugar to be shipped in April/May 2006. That trade was initially evidenced by a Proforma Invoice which was scanned and emailed to ETS SOW on April 12th, 2006. ETS SOW was to sign that Proforma Invoice and return same to PSI. ETS SOW did so on April 12, 2006, returning the signed Proforma Invoice by email. A copy of that email and the signed Proforma Invoice is attached hereto as Exhibit “C”.

13. I point out that the Proforma Invoice includes the caption, directly below where it was signed by Mr. Sow, “our formal contract will follow”.

14. April 12, 2006 was the Wednesday of the Christian Holy Week, immediately preceding the Easter Holiday. It was my last day in the office of that week as I commenced a short holiday in observance of the Easter Holiday. I did not prepare the “formal contract” called for in the Proforma Invoice until after my return to the office on April 17, 2006.

15. On my return to the office the week of April 17, 2006, I prepared the “formal contract” called for in the Proforma Contract of Sale and forwarded it by email to ETS SOW. A copy of that “formal Contract is attached hereto as Exhibit “D”. This second contract (hereinafter the “ April 12th, 2006 – Confirmation of Sale”) contained a fuller statement of PSI’s sales terms and conditions making same more “back-to-back” with the purchase contract from the supplier.

16. This contract, the April 12th, 2006 – Confirmation of Sale, among other additional clauses, contained the following arbitration agreement:

ALL DISPUTES ARISING OUT OF THE CONTRACT SHALL
BE SUBMITTED TO THE REFINED SUGAR ASSOCIATION
OF LONDON FOR SETTLEMENT IN ACCORDANCE WITH
THE ARBITRATION RULES OF THE ASSOCIATION.

17. At no time did ETS SOW ever raise any objection to the inclusion of this arbitration clause, nor to the inclusion of any other of the additional terms and conditions included in the second contract which were not included in the first contract.

18. On or about May 19, 2006, PSI and ETS SOW entered into the third trade agreement for an additional 20 containers of Brazilian sugar be shipped in June 2006 to ETS SOW at Conakry, Guinea at the agreed upon price U.S. \$517 per metric ton CIF (cost, insurance and freight to Conakry from Brazil all included in the sale price.)

19. The contract for this third trade was again prepared by me in PSI's office, signed by me and sent to ETS SOW by email. A copy of that third contract, as it was transmitted to ETS SOW, is attached hereto as Exhibit "E", (hereinafter the "May 19th, 2006 – Confirmation of Sale").

20. On May 20, 2006, ETS SOW, signed the May 19th, 2006 – Confirmation of Sale and returned the signature page of same to PSI via email. A copy of that email, together with the attached signed confirmation of sale, is included herewith as Exhibit "F".

21. This May 19th, 2006 – Confirmation of Sale again included, directly above the signature of the defendant, the same arbitration agreement as was contained in the April 12th, 2006-Confirmation of Sale.

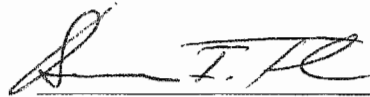
22. The fact that the plaintiff understood that these confirmations of sale were in fact contracts was acknowledged by defendant in its email of June 6, 2006, wherein Mr. Sow states "I

want you to remember that our Sales contract price signe (sic) is \$517/Mt!" A copy of that email is attached hereto as Exhibit "G".

23. Although there was no arbitration agreement in the March 9th, 2006 – Confirmation of Sale, there was an arbitration agreement in the April 12th, 2006 – Confirmation of Sale and the May 19th, 2006 - Confirmation of Sale, under which the plaintiff agreed to arbitrate all disputes in London.

24. The plaintiff should be compelled to do so, this present action being stayed pending such London arbitration.

I declare under penalty of perjury that the foregoing is true and correct.



Birgitta I. Thomas

Executed on July 2, 2008
Chapel Hill, South Carolina

Exhibit “A”



INTERNATIONAL, LTD.

Confirmation of Sale

March 9, 2006

SELLER: P S International , Ltd.
1414 Raleigh Road
Chapel Hill, North Carolina , N.C. 27517

BUYER: Ets. Sow Amadou Bhoie & Freres
Madina Ecole
Boutique no. 536
BP 3546 Conakry, Rep. de Guinee

PRODUCT: White Sugar – Max. 180 icumsa

PACKING: in new 50 kg polypropylene bags suitable for export.

ORIGIN: Brasil

QUANTITY; 10 contrs. (approx. 27 Mt in each contr.) total of 270 MT

PRICE: USD 501.00/MT cif Conakry, Rep. de Guinee

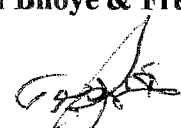
SHIPMENT: March 2006

PAYMENT: USD 2,000.00 upon signing contract
USD 25,000 to be transferred March 10th, 2006
Balance against faxed documents

DOCUMENTS: Bills of Lading
Commercial Invoice
Certificate of Origin
Certificate of weight and quality
Phytosanitary certificate

Taxes and levies: Any existing or future taxes, or levies in the nature of taxes, whether on this cargo or freight or shipment imposed by the country of destination Shall be for buyer's account. Any existing or future taxes or levies in the nature of taxes or levies which are imposed on this cargo or freight or shipment by the country of origin shall be for seller's account.


P S International, Ltd.
Birgitta Thomas

Ets. Sow Amadou Bhoie & Freres
Sow Amadou


Corporate Office • 1414 Raleigh Road • Suite 205 • Chapel Hill, NC 27517 • USA
Phone 919-933-7400 • Fax 919-933-7441
EMAIL psi@psinternational.net • WEB SITE www.psimernational.net

Exhibit “B”



MARCH 09TH 2006.

CONTRACT NR. CV136/06

- 1. SELLER :** ENERGY SERVIÇOS E COMÉRCIO INTERNACIONAL LTDA
SÃO PAULO, BRAZIL
- 2. BUYER :** PS INTERNATIONAL LTD
CHAPEL HILL, USA
- 3. QUANTITY :** 270 METRIC TONS NET IN 10 X 20' FEET CONTAINERS.
WEIGHT TO BE FINAL AS PER BILLS OF LADING.
- 4. QUALITY :** BRAZILIAN WHITE CRYSTAL SUGAR,
- | | |
|--------------|---------------------|
| POLARIZATION | : MIN. 99.7 DEGREES |
| MOISTURE | : MAX. 0,06 % |
| ASH | : MAX. 0,06 % |
| COLOUR | : 180 ICUMSA MAX |
- QUALITY TO BE FINAL AT TIME OF LOADING AS PER CERTIFICATES
ISSUED BY AN INDEPENDENT SUPERVISION COMPANY.
- 5. PACKING :** IN NEW POLYLINE POLYPROPYLENE BAGS WITH AN INNER POLYTHENE
LINING OF ABOUT 50 KG NET WEIGHT EACH WITH OPTION OF WHITE
BAGS AND CROP YEAR/EXPIRY DATES.
- 6. ORIGIN :** SANTOS, BRAZIL.
- 7. DESTINATION:** CONAKRY, GUINE.
- 8. SHIPMENT :** MARCH 2006.
- 9. PRICE :** FINAL AND FIXED OF USD 486,00 (FOUR HUNDRED AND EIGHTY SIX
DOLLARS) US DOLLARS PER METRIC TON C+F CONAKRY, GUINE.
- 10. PAYMENT :** CASH AGAINST FAXED COPIES OF SHIPPING DOCUMENTS.
- 11. INSURANCE:** MARINE AND WAR RISKS INSURANCE TO BE COVERED BY BUYERS
IN ACCORDANCE WITH RULE 16 OF THE REFINED SUGAR
ASSOCIATION OF LONDON.
- 12. FORCE MAJEURE:** CONTRACT PERFORMANCE IS SUBJECT TO FORCE MAJEURE RULES
11, 13, AND 14 OF THE REFINED SUGAR ASSOCIATION OF
LONDON.
- 13. IMPORT LICENSE:** THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING AND
MAINTAINING IN FORCE ANY NECESSARY IMPORT LICENSE. THE
FAILURE TO OBTAIN AND OR TO MAINTAIN IN FORCE SUCH LICENSE
SHALL NOT BE SUFFICIENT GROUNDS FOR A CLAIM OF FORCE
MAJEURE IF THE REGULATIONS IN FORCE AT THE TIME WHEN THE

CONTRACT NR. CV 136/06
DATED OF MARCH 09TH, 2006



CONTRACT WAS MADE, CALLED FOR SUCH LICENSE TO BE OBTAINED.

14. TAXES AND LEVIES: ANY EXISTING OR FUTURE TAXES, OR LEVIES IN THE NATURE OF TAXES, WHETHER ON SUGAR, FREIGHT OR SHIPPING IMPOSED BY THE COUNTRY OF DESTINATION SHALL BE FOR BUYERS ACCOUNT.

ANY EXISTING OR FUTURE TAXES, OR LEVIES IN THE NATURE OF TAXES, WHETHER ON SUGAR, FREIGHT OR SHIPPING IMPOSED BY THE COUNTRY OF ORIGIN SHALL BE FOR SELLERS ACCOUNT.

15. ARBITRATION: ALL DISPUTES ARISING OUT OF THE CONTRACT SHALL BE SUBMITTED TO THE REFINED SUGAR ASSOCIATION OF LONDON FOR SETTLEMENT IN ACCORDANCE WITH THE ARBITRATION RULES OF THE ASSOCIATION.

16. GENERAL: THIS CONTRACT IS SUBJECT TO THE RULES OF THE REFINED SUGAR ASSOCIATION AS FULLY AS IF THE SAME HAD BEEN EXPRESSLY INSERTED HEREIN, WHETHER OR NOT EITHER OR BOTH OF THE PARTIES ARE MEMBERS OR ARE TO IT ARE MEMBERS OF THE ASSOCIATION.

IN CASE ANY INCONSISTENCY BETWEEN THE CONTRACT AND THE APPLICABLE ASSOCIATION RULES THE TERMS AND CONDITIONS OF THE CONTRACT SHALL PREVAIL.

**ENERGY SERVIÇOS E COMÉRCIO
INTERNACIONAL LTDA**

PS INTERNATIONAL LTD



Exhibit “C”

Birgitta Thomas

From: mamadou tanou diallo [tanousank@yahoo.fr]
Sent: Wednesday, April 12, 2006 10:47 AM
To: Birgitta Thomas
Subject: AMADOU BHOYE SOW countersigned invoice
Attachments: 2944664524-12April Amadou Bhoye SOW.doc

Dear Mrs,
See the invoice countersigned and return to you by attached copy!
Confirm of receipt!
Today I have sent US\$25,000, transferred and the agent told me that money will reach your account today, sure!
Confirm after receipt !
Don't miss April.19,2006 for loading as you promised me ok!
Send me your address where can I send sample flour asap!
Send me also for milk powder sample address too !

Thanks for your urgent reply

Rgds
Amadou Bhoye SOW

Faites de Yahoo! votre page d'accueil sur le web pour retrouver directement vos services préférés : vérifiez vos nouveaux mails, lancez vos recherches et suivez l'actualité en temps réel. [Cliquez ici](#).

4/12/2006

**INTERNATIONAL, LTD.**
 1414 Raleigh Road, Suite 205
 Chapel Hill, North Carolina 27517 USA
 phone 919-933-7400 fax 919-933-7441

Invoice No.

Proforma**INVOICE**

Sold to Ets. Sow Amadou Bhoie & Freres Madina Ecole Boutique 536 BP 3546 Conakry, Rep. de Guinee		Date April 12th, 2006 Order No. Proforma Shipment containers Terms 10% deposit	
Ship to Conakry, Rep. de Guinee Ship from Santos, Brasil		<input checked="" type="checkbox"/> PRO FORMA <input type="checkbox"/> FINAL	
<input type="checkbox"/> FOB <input type="checkbox"/> FAS <input type="checkbox"/> C & F <input checked="" type="checkbox"/> CIF <input type="checkbox"/> FREE OUT VIA vessel			
Qty	Description	Unit Price (USD)	TOTAL (USD)
540	MT of White Sugar max. 180 icumsa in 50 kg polypropolene bags suitable for export April/May shipment 2006 Payment: USD 4,000.00 upon signing of contract USD24,800.00 by April 18th Balance against firs presentation of documents.	\$520.00	\$280,800.00
Please sign and return : Amadou Bhoie Sow our formal contract will follow			
		SubTotal	\$280,800.00
		TOTAL USD	\$280,800.00

REMARKS AND PAYMENT INSTRUCTIONS
 WIRE TRANSFER INSTRUCTIONS
 BANK OF AMERICA N.A. CHARLOTTE, NC
 ABA #026009593 SWIFT ADDRESS BOFAUS3N
 FOR CREDIT OF PS INTERNATIONAL, LTD.
 ACCT. No. 000691519955

Signature:
 Brigitte Thomas, International Trader

Exhibit “D”



CONFIRMATION OF SALE

Date: April 12, 2006

SELLER: P S INTERNATIONAL, LTD.
1414 RALEIGH ROAD SUITE 205
NORTH CAROLINA, USA

BUYER; ETS. SOW AMADOU BHOYE ET FRERES
MADINA ECOLE
CONAKRY BP 3546
GUINEA

QUANTITY; 540 METRIC TONS NET (27 Mt per 20 ft contr.)

QUALITY: BRAZILIAN WHITE CRYSTAL SUGAR
POLARIZATION : MIN. 99.7 DEGREES
MOISTURE : MAX. 0.08%
ASH : MAX. 0.08%
COLOUR : 150 ICUMSA MAX.

QUALITY TO BE FINAL AT TIME OF LOADING AS PER
CERTIFICATES ISSUED BY AN INDEPENDENT SUPERVISION
COMPANY

PACKING: IN NEW POLYLINE D POLYPROPYLENE BAGS WITH AN INNER
POLYTHENE LINING ABOUT 50 KG .

ORIGIN; SANTOS, BRAZIL

DESTINATION: CONAKRY, GUINEA

SHIPMENT: APRIL/MAY 2006

PRICE: USD 520.00 MT CNF CONAKRY, GUINEA

PAYMENT: USD 4,000 UPON SIGNING OF CONTRACT
USD 24,800 BY APRIL 18TH
BALANCE AGAINST FAXED COPIES OF DOCUMENTS.

DOCUMENTS: ORIGINAL BILLS OF LADING
CERTIFICATE OF ORIGIN
PHYTOSANITARY CERTIFICATE
CERTIFICATE OF QUALITY AND WEIGHT

Corporate Office • 1414 Raleigh Road • Suite 205 • Chapel Hill, NC 27517 • USA
Phone 919-933-7400 • Fax 919-933-7441
EMAIL psi@psinternational.net • WEB SITE www.psimernational.net



IMPORT LICENCE. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING
AND MAINTAINING IN FORCE ANY NECESSARY
IMPORT LICENCE.,

TAXES AND LEVIES: ANY EXISTING OF FUTURE TAXES OR LEVIES IN THE
NATURE OF TAXES WHETHER ON SUGAR FREIGHT
OR SHIPPING IMPOSED BY THE COUNTRY OF DE-
STINATION SHALL BE FOR BUYERS ACCOUNT.

ANY EXISTING OR FUTURE TAXES, OR LEVIES IN
THE NATURE OF TAXES WHETHER ON SUGAR,
FREIGHT OR SHIPPING IMPOSED BY THE COUNTRY
OF ORIGIN SHALL BE FOR SELLERS ACCOUNT.

ARBITRATION; ALL DISPUTES ARISING OUT OF THE CONTRACT
SHALL BE SUBMITTED TO THE REFINED SUGAR
ASSOCIATION OF LONDON FOR SETTLEMENT
IN ACCORDANCE WITH THE ARBITRATION
RULES OF THE ASSOCIATION.

P S INTERNATIONAL, LTD


Birgitta Thomas

ETS. SOW AMADOU BHOYE
ET FRERES

Exhibit “E”

-----Original Message-----

From: Birgitta Thomas
Sent: Friday, May 19, 2006 3:36 PM
To: mamadou tanou diallo
Subject: FW: [Image File] Birgitta,psiscan, #702

Please sign and return.
The first 10 contrs. are fully paid and we have a credit of USD
19,330.00 which we can use as deposit for this shipment.
Then the invoice for the 10 that sailed is still open for USD
140,670.00.

Best regards,

Birgitta Thomas
PS International, LTD.
1414 Raleigh Road - Suite 205
Chapel Hill, NC 27517 USA
Ph: 919-933-7400
Fax: 919-933-7441
Mobile: 919-602-6463
Email: bthomas@psinternational.net

website: www.psinternational.net

-----Original Message-----

From: psi@psinternational.net [mailto:psi@psinternational.net]
Sent: Friday, May 19, 2006 3:10 PM
To: Birgitta Thomas
Subject: [Image File] Birgitta,psiscan, #702

The attached document was sent from PS International, LTD. (USA). If you
have questions, please phone our office at:

PS International, LTD.

7/2/2008

1414 Raleigh Road - Suite 205
Chapel Hill, NC 27517 USA
Ph: 919-933-7400
Fax: 919-933-7441

Thank you.

7/2/2008



CONFIRMATION OF SALE

Date: May 19, 2005

SELLER: P S INTERNATIONAL, LTD.
1414 RALEIGH ROAD SUITE 205
NORTH CAROLINA, USA

BUYER; ETS. SOW AMADOU BHOYE ET FRERES
MADINA ECOLE
CONAKRY BP 3546
GUINEA

QUANTITY; 540 METRIC TONS NET IN 20 X 20 FEET
CONTAINERS WEIGHT TO BE FINAL AS PER BILLS
OF LADING.

QUALITY: BRAZILIAN WHITE CRYSTAL SUGAR
POLARIZATION : MIN. 99.7 DEGREES
MOISTURE : MAX. 0.06%
ASH : MAX. 0.06%
COLOUR : 150 ICUMSA MAX.
QUALITY TO BE FINAL AT TIME OF LADING AS PER
CERTIFICATES ISSUED BY AN INDEPENDENT SUPERVISION
COMPANY.

PACKING: IN NEW POLYLINE D POLYPROPYLENE BAGS WITH AN INNER
POLYTHENE LINING ABOUT 50 KG NET WEIGHT EACH WITH
STANDARD BRASILIAN MARKS.

ORIGIN; BRAZIL

DESTINATION: CONAKRY, GUINEA

SHIPMENT: 10 CONTRS. JUNE 5-10
10 CONTRS JUNE 19-24

PRICE: USD 517.00 (FIVEHUNDREDSEVENTEEN) CIF CONAKRY,
GUINEA

PAYMENT: 10% DEPOSIT (USD 27,918.00 UPON SIGNING CONTRACT)
BALANCE AGAINST FAXED COPY OF DOCUMENTS.

DOCUMENTS: ORIGINAL BILLS OF LADING
CERTIFICATE OF ORIGIN

Corporate Office • 1414 Raleigh Road • Suite 205 • Chapel Hill, NC 27517 • USA
Phone 919-933-7400 • Fax 919-933-7441

EMAIL psi@psinternational.net • WEB SITE www.psinternational.net



PHYTOSANITARY CERTIFICATE
CERTIFICATE OF WEIGHT AND QUALITY

IMPORT LICENCE. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING
AND MAINTAINING IN FORCE ANY NECESSARY
IMPORT LICENCE.

TAXES AND LEVIES: ANY EXISTING OF FUTURE TAXES OR LEVIES IN THE
NATURE OF TAXES WHETHER ON SUGAR FREIGHT
OR SHIPPING IMPOSED BY THE COUNTRY OF DE-
STINATION SHALL BE FOR BUYERS ACCOUNT.

ANY EXISTING OR FUTURE TAXES, OR LEVIES IN
THE NATURE OF TAXES WHETHER ON SUGAR,
FREIGHT OR SHIPPING IMPOSED BY THE COUNTRY
OF ORIGIN SHALL BE FOR SELLERS ACCOUNT.

ARBITRATION; ALL DISPUTES ARISING OUT OF THE CONTRACT
SHALL BE SUBMITTED TO THE REFINED SUGAR
ASSOCIATION OF LONDON FOR SETTLEMENT
IN ACCORDANCE WITH THE ARBITRATION
RULES OF THE ASSOCIATION.

PS INTERNATIONAL, LTD.

Birgitta I Thomas

ETS. SOW AMADOU BHOYE
ET FRERES
MR. AMADOU SOW

Exhibit “F”

Birgitta Thomas

From: mamadou tanou diallo [tanousank@yahoo.fr]
Sent: Saturday, May 20, 2006 8:49 AM
To: Birgitta Thomas
Subject: RE: AMADOU BHOYE SOW
Attachments: 1301126800-20May Amadou Bhoeye SOW.doc

attached to file

Dear Sir,

Re: countersigned and returned to you,

Please check and confirm of receipt asap!

But this price \$517/Mt can be reduced later then and then please try to reduce if price less than \$517/Mt ok!

Re: our company documents,

I'll send you these documents in few days by email and DHL for originals!

Rgds

Amadou Bhoeye SOW

Faites de Yahoo! votre page d'accueil sur le web pour retrouver directement vos services préférés : vérifiez vos nouveaux mails, lancez vos recherches et suivez l'actualité en temps réel. [Cliquez ici](#).

1/22/2007



INTERNATIONAL, LTD.

PHYTOSANITARY CERTIFICATE
CERTIFICATE OF WEIGHT AND QUALITY

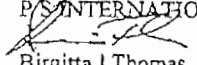
IMPORT LICENCE. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING
AND MAINTAINING IN FORCE ANY NECESSARY
IMPORT LICENCE.

TAXES AND LEVIES: ANY EXISTING OR FUTURE TAXES OR LEVIES IN THE
NATURE OF TAXES WHETHER ON SUGAR FREIGHT
OR SHIPPING IMPOSED BY THE COUNTRY OF DE-
STINATION SHALL BE FOR BUYERS ACCOUNT.

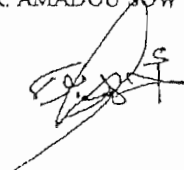
ANY EXISTING OR FUTURE TAXES, OR LEVIES IN
THE NATURE OF TAXES WHETHER ON SUGAR,
FREIGHT OR SHIPPING IMPOSED BY THE COUNTRY
OF ORIGIN SHALL BE FOR SELLERS ACCOUNT.

ARBITRATION; ALL DISPUTES ARISING OUT OF THE CONTRACT
SHALL BE SUBMITTED TO THE REFINED SUGAR
ASSOCIATION OF LONDON FOR SETTLEMENT
IN ACCORDANCE WITH THE ARBITRATION
RULES OF THE ASSOCIATION.

PS INTERNATIONAL, LTD.


Birgitta I Thomas

ETS. SOW AMADOU BHOYE
ET FRERES
MR. AMADOU SOW

A handwritten signature in dark ink, appearing to be 'A. Sow', with a large, sweeping flourish extending from the bottom right.

Corporate Office • 1414 Raleigh Road • Suite 205 • Chapel Hill, NC 27517 • USA
Phone 919-933-7400 • Fax 919-933-7441
EMAIL psi@psinternational.net • WEB SITE www.psininternational.net

Exhibit “G”

Birgitta Thomas

From: mamadou tanou diallo [tanousank@yahoo.fr]
Sent: Tuesday, June 06, 2006 1:10 PM
To: Birgitta Thomas
Subject: RE: FW: [Image File] Birgitta,psiscan, #063

Dear Sir,
Hello!

I want you to remember that our Sales contract price signe is \$517/Mt!

You have calculate price for \$521/Mt, you mak mistake Sir!

Please check carefully and confirm us asap!

Call me now at +224 30 46 44 99

Rgds

Amadou bhoye SOW

Yahoo! Mail réinvente le mail ! Découvrez le nouveau Yahoo! Mail et son interface révolutionnaire.